UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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AMERICAN BROADCASTING COMPANIES, INC.,
CBS BROADCASTING INC.,
THE CW TELEVISION STATIONS, INC.,
DISNEY ENTERPRISES, INC.,
FISHER COMMUNICATIONS, INC.,
FOX TELEVISION STATIONS, INC.,
MAJOR LEAGUE BASEBALL ADVANCED MEDIA, L.P.,
COX MEDIA GROUP, INC.,
NBC UNIVERSAL, INC.,
OFFICE OF THE COMMISSIONER OF BASEBALL,
TRIBUNE TELEVISION HOLDINGS,INC.,
TRIBUNE TELEVISION NORTHWEST, INC.,
TWENTIETH CENTURY FOX FILM CORPORATION,
UNIVISION COMMUNICATIONS, INC.,
WGBH EDUCATIONAL FOUNDATION,
WNET.ORG and
WPIX, Inc.

Plaintiffs,

v.

IVI, INC. and TODD WEAVER,

Defendants.

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10 Civ. 7415 (NRB)

DECLARATION OF THERESE M. WEILER

I, Therese M. Weiler, hereby declare, under penalty of perjury, that the following statement is true and correct, to my personal knowledge.

1. I am Director of Programming & Research. In this position I am responsible for the programming of KIRO-TV and the station's research activities. I have held this position for 9 years, and have been employed by Cox Media Group or its intracorporate predecessors (collectively "Cox") for 23 years.

2. The activities of ivi, Inc. ("ivi") have harmed and are harming Cox.

3. It is my understanding that on September 13, 2010, ivi began offering online access to all of the programming broadcast by KIRO-TV.

4. I understand that to subscribe to ivi's service, and to gain access to all of the programming on KIRO-TV, an individual with Internet access anywhere in the world need only (a) access the ivi website (http://www.ivi.tv/) on his or her computer; (b) create an account by providing an e-mail address and a password; (c) agree to the terms of an end user license; and (d) pay the defendant a fee. After a 30 day free trial, that fee is $4.99 per month.

5. I understand that in exchange for paying this monthly fee, an ivi subscriber may download, install and use on a computer (or other applicable device) the ivi TV application. I understand that this application allows the subscriber to access, anywhere in the world, the television programming exhibited by KIRO-TV. I also understand that for an additional fee of $0.99 per month, the subscriber is able to pause, fast-forward to catch-up and rewind the programming that ivi streams.

6. I understand that ivi plans to offer iPhone and Android compatible versions of ivi's TV application, and have already submitted an "iPad app" which ivi's chief executive officer has stated he expects to be available for sale within weeks. I also understand that ivi plans to make its service available to users of third-party other set-top boxes, such as Vudu, Boxee, and Tivo.

7. The programming exhibited by KIRO-TV that ivi is currently streaming includes copyrighted programming owned by Cox and other plaintiffs. Such programming includes KIRO 7 Eyewitness News. The station produces a new, live, original news program by this title seven times a day, Monday through Friday.

8. ivi has not sought a license, or any type of consent or authorization, from Cox to stream the programming exhibited by KIRO-TV.

9. ivi has not sought a license, or any type of consent or authorization, from any other copyright owners to stream the copyrighted programming exhibited by KIRO-TV.

10. ivi's streaming of KIRO-TV's broadcast signal also represents the theft of all of CBS's valuable network programming.

11. ivi's streaming of KIRO-TV's broadcast signal means that its signal will be effectively shipped all around the world without the ability of Cox to control its distribution. Cox will thereby lose control of some of its most valuable property - the content of its programming.

12. The ivi TV application enables ivi subscribers to packetize KIRO-TV's broadcast signal and Cox's programming, enabling the storage of KIRO-TV and Cox's programs on personal computers, laptops, iPhones, iPads, and other personal devices. Cox will thereby lose control of some of its most valuable property - the content of its programming.

13. ivi's plans to offer iPhone and Android compatible versions of ivi's TV application will further enable the packetizing of KIRO-TV's broadcast signal and Cox's programming, thereby accelerating Cox's loss of control of the content of its programming.

14. ivi's current action and its public statements concerning its plans to expand may encourage others to similarly steal KIRO-TV's broadcast signal and Cox's programming.

15. ivi has timed its service to coincide with the introduction of CBS's Fall season, during which KIRO-TV broadcasts its new shows and airs some of its most valuable programming. Moreover, we are skeptical that ivi's peer-to-peer Internet technology can produce television images of a quality that comes close to the 1080 line HDTV pictures that our

viewers have come to expect. Diminished picture quality could badly injure our competitive position.

16. One of our principal sources of revenue is from advertising, and we spend large sums to assess the size and demographic profile of our audience. Additional viewers in desirable demographic categories entitle us to greater revenues. We are skeptical, however, that any advertiser will pay for access to ivi's ostensible audience.

17. By offering its service, ivi is threatening Cox's entire business model.

18. For these reasons, Cox will suffer immediate and irreparable injury unless the court acts to enjoin ivi's service. I have already seen the harm the service has done to Cox and I believe that this harm can and will grow far worse if the service is permitted to continue.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 29 2010.

Therese M. Weiler

Therese M. Weiler
Director of Programming & Research
KIRO-TV